

RECORDATION NO. 21537 - C FILED

AUG 31 '98

10-55 AM

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

August 31, 1998

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Lease Acceptance Certificate - [B], dated August 31, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Lessor: First Security Bank, N.A.
79 South Main Street
Salt Lake City, UT 84111

Lessee: Montell USA Inc.
2801 Centerville Road
Wilmington, DE 19850

A description of the railroad equipment covered by the enclosed documents is:

set forth on Schedule 1-2 attached to the Lease Acceptance Certificate-[B].

RECEIVED
SURFACE TRANSPORTATION
BOARD

AUG 31 10 51 AM '98

Counterpart -

Mr. Vernon A. Williams
August 31, 1998
Page 2

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures

LEASE ACCEPTANCE CERTIFICATE-[B]

AUG 31 '98

10:55 AM

Master Equipment
Lease Agreement-[B] dated
as of April 27, 1998

Lease Acceptance Certificate-[B] No. 2 dated August 31, 1998, executed and delivered under the Master Lease Agreement-[B] between First Security Bank, N.A., not in its individual capacity except as specifically provided in the Lease, and otherwise solely as Owner Trustee (Lessor) and MONTELL USA Inc. (Lessee) and the Schedule thereto. Capitalized terms used and not defined herein shall be given the meaning assigned in the Master Equipment Lease Agreement referred to above (the "Lease").

1. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment shown on Schedule 1-2 hereto which, among other things, (a) lists the Manufacturer, model number, serial number and other specifications of such Equipment and (b) states the individual Equipment Cost of such Equipment (including the freight cost). Lessee confirms that it has sole responsibility for inspecting such Equipment and satisfying itself that it is in the condition required by the relevant Purchase Agreement, that it has inspected the Equipment and so satisfied itself and has provided Lessor with copies of the acceptance documentation under which it has accepted the Equipment from the Manufacturer thereof.
2. The Total Equipment Cost of the Equipment delivered hereunder and listed in Schedule 1-2 hereto is \$1,706,805.00. Concurrently with delivery of this Lease Acceptance Certificate, the Lessor has paid the Total Equipment Cost to the relevant Manufacturer(s).
3. LIBOR for purposes of determining the Interim Rent is _____% from the date hereof until the last day of the month in which this Lease Acceptance Certificate is delivered.
4. Lessee confirms that by its execution and delivery of this Lease Acceptance Certificate, Lessee hereby irrevocably accepts delivery of the Equipment listed in Schedule 1-2 hereto to it for purposes of the Lease.

IN WITNESS WHEREOF, the parties hereto have delivered this Lease Acceptance Certificate on the date first written above.

FIRST SECURITY BANK, N.A.,
not in its individual
capacity except as specifically
provided in the Lease, and otherwise
solely as Owner Trustee
(Lessor)

MONTELL USA INC.
(Lessee)

By: Val T. Orton

Name: Val T. Orton

Title: Vice President

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have delivered this Lease Acceptance Certificate on the date first written above.

FIRST SECURITY BANK, N.A.,
not in its individual
capacity except as specifically
provided in the Lease, and otherwise
solely as Owner Trustee
(Lessor)

MONTELL USA INC.
(Lessee)

By: _____

Name: _____

Title: _____

By: Carol G. Illingworth

Name: CAROL G. ILLINGWORTH

Title: MANAGER, RAIL FLEET

SCHEDULE 1-2

					Equipment			
					Cost per Unit		Car	Freight
Manufacturer	Model	Specifications	Serial Number	Car Marks	Cost	Cost	Cost	
1 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10044	MLLX: 10044	63,215.00	61,895.00	1,320.00	
2 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10373	MLLX: 10373	63,215.00	61,895.00	1,320.00	
3 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10390	MLLX: 10390	63,215.00	61,895.00	1,320.00	
4 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10430	MLLX: 10430	63,215.00	61,895.00	1,320.00	
5 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10441	MLLX: 10441	63,215.00	61,895.00	1,320.00	
6 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10468	MLLX: 10468	63,215.00	61,895.00	1,320.00	
7 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10470	MLLX: 10470	63,215.00	61,895.00	1,320.00	
8 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10471	MLLX: 10471	63,215.00	61,895.00	1,320.00	
9 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10472	MLLX: 10472	63,215.00	61,895.00	1,320.00	
10 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10477	MLLX: 10477	63,215.00	61,895.00	1,320.00	
11 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10488	MLLX: 10488	63,215.00	61,895.00	1,320.00	
12 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10494	MLLX: 10494	63,215.00	61,895.00	1,320.00	
13 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10507	MLLX: 10507	63,215.00	61,895.00	1,320.00	
14 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10508	MLLX: 10508	63,215.00	61,895.00	1,320.00	
15 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10518	MLLX: 10518	63,215.00	61,895.00	1,320.00	
16 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10520	MLLX: 10520	63,215.00	61,895.00	1,320.00	
17 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10528	MLLX: 10528	63,215.00	61,895.00	1,320.00	
18 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10529	MLLX: 10529	63,215.00	61,895.00	1,320.00	
19 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10533	MLLX: 10533	63,215.00	61,895.00	1,320.00	
20 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10544	MLLX: 10544	63,215.00	61,895.00	1,320.00	
21 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10546	MLLX: 10546	63,215.00	61,895.00	1,320.00	
22 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10553	MLLX: 10553	63,215.00	61,895.00	1,320.00	
23 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10578	MLLX: 10578	63,215.00	61,895.00	1,320.00	
24 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10581	MLLX: 10581	63,215.00	61,895.00	1,320.00	
25 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10583	MLLX: 10583	63,215.00	61,895.00	1,320.00	
26 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10584	MLLX: 10584	63,215.00	61,895.00	1,320.00	
27 National Steel Car Limited	Plastic Pellet Hopper Car	110 Ton, 6,245 cu. ft Pellet Hopper Car	10593	MLLX: 10593	63,215.00	61,895.00	1,320.00	
TOTAL:					1,706,805.00	1,671,165.00	35,640.00	

District of Columbia)
)
City of Washington) ss:

I, KIM L. BARTMAN, Notary for the District of Columbia, hereby certify that the attached "Lease Acceptance Certificate-[B]", dated August 31, 1998 between First Security Bank, N.A., as Lessor and Montell USA Inc., as Lessee, is a true and complete copy of the original thereof.

Certified this 27th day of August, 1998.



NOTARY PUBLIC

My commission expires: 3-31-2000